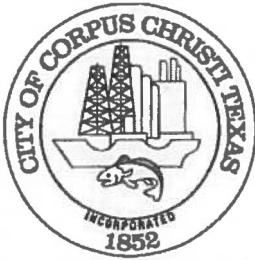


Service Agreement



Agreement No. 757

STORM WATER IMPROVED RIGHTS-OF-WAY STRIP MOWING

THIS STORM WATER IMPROVED RIGHTS-OF-WAY STRIP MOWING ("Agreement") is entered into by and between La Med Facility Maintenance ("Contractor") of San Antonio, Texas, and the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), effective for all purposes upon execution by the City Manager or designee ("City Manager").

WHEREAS, Contractor has bid to provide STORM WATER IMPROVED RIGHTS-OF-WAY STRIP MOWING in response to the City's Request for Bids ("RFB No. 114") which RFB with any related specifications, and bid response, are incorporated by reference into this Agreement as Exhibits " 1 and 2 ";

WHEREAS, the City has determined Contractor to be the lowest, responsive, responsible bidder;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

- 1. Scope.** Contractor will provide STORM WATER IMPROVED RIGHTS-OF-WAY STRIP MOWING ("Services") in accordance with this Agreement and the Scope of Services as shown in Attachment "A".
- 2. Term.** This Agreement is for one year commencing on the issuance of a notice to proceed. The Agreement includes an option to extend for up to four additional one year terms subject to the written approval of Contractor and the City Manager.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$15,400.00, subject to authorized extensions and changes. Payments will be allowed in accordance with Attachment "B" Schedule of Pricing. Payment terms are net 30 days after the goods are provided or services are completed, as required or a correct invoice is received, whichever is later.

4. **Contract Administrator.** The contract administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator or designee ("Contract Administrator") as follows:

Contract Administrator Name	Patrice Aubert
Contract Administrator Department	Park and Recreation
Contract Administrator Address	PO Box 9277 Corpus Christi, Texas 78469-9277
Contract Administrator Phone and Email	361-826-1699 PatriceA@cctexas.com

5. **Independent Contractor.** Contractor will perform the Services as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions may any agent, servant or employee of Contractor be considered an employee of the City.
6. **Insurance.** Before Services can begin under this Agreement, Contractor's insurance company, or companies, must deliver a Certificate of Insurance, as proof of the required insurance coverage, to the Contract Administrator. Contractor's insurance requirements are attached to this Agreement as Attachment "C".
7. **Assignment.** No assignment of this Agreement or of any right or interest contained in this Agreement by Contractor is effective unless the City Manager first gives its written consent to such assignment. The performance of this Agreement by Contractor is of the essence of this Agreement, and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.
8. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City (the City's fiscal year ends on September 30th) is subject to appropriations and budget approval providing for such contract item as expenditure in the budget. The City does not represent that said budget item will be actually adopted, as that determination is within the sole discretion of the City Council at the time of adoption of each budget.
9. **Waiver.** No waivers by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
10. **Governing Law.** This Agreement is subject to all federal, state and local laws, rules and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county or justice court in and for Nueces County, Texas.

- 11. Subcontractors.** Contractor may use subcontractors in connection with the Services to be performed under this Agreement. When using subcontractors, however, Contractor must obtain prior written approval from the Contract Administrator unless such subcontractors were named and included at the time of bid. In using subcontractors, Contractor shall be responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if Contractor and its employees had performed the Services.
- 12. Amendments/Extensions.** This Agreement may be amended only in writing and upon execution by authorized representatives of both parties. Such amendment will be in the form of a change order. Extensions to this Agreement will be at the sole discretion of the City and if offered to Contractor will be mutually agreed to in the form of a bilateral change order.
- 13. Termination.**
- a. The City Manager may terminate this Agreement for Contractor's failure to perform the Services specified in this Agreement. Failure to keep any required insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give Contractor 10 days' written notice of the breach and set out a reasonable opportunity to cure. If Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.
 - b. Alternatively, the City Manager may terminate this Agreement without cause upon 30 days' written notice to Contractor. However, the City may terminate this Agreement upon 24 hours written notice to Contractor for Contractor's failure to pay or provide proof of payment of taxes, as set out in this Agreement.
- 14. Taxes.** Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request. Failure to pay or provide proof of payment is grounds for the City Manager to immediately terminate this Agreement.
- 15. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908 and complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 16. Notice.** Notice may be given by fax, email, hand delivery or certified mail; postage prepaid, and is received on the day faxed, emailed or hand-delivered and on the third day after postmarked by the U.S. mail if sent certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi

Attention: Parks and Recreation Contract Administrator
PO Box 9277
Corpus Christi, Texas 78469-9277
Fax: 361-826-3864
Email: PatriceA@cctexas.com

IF TO CONTRACTOR:

La Med Facility Maintenance:

Attention: Edward Tijerina
204 Bobcat Bend
San Antonio, Texas 78238
Fax: 210-310-3226
Email: lamedfm@hotmail.com

17. Severability. Each provision of this Agreement is considered to be severable and if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

18. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF PERSONAL INJURIES, INCLUDING THOSE RESULTING IN WORKERS' COMPENSATION CLAIMS OR DEATH, PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF LOSS OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT AND REGARDLESS OF WHETHER THE INJURIES, DEATH, LOSS, OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL NOTICES, CLAIMS, AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY

KIND ARISING FROM ANY OF SAID LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

19. Order of Precedence. In the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority: this Agreement and its Attachments, the RFB documents including Addenda, the bid response.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature: 

Printed Name: E. Tijerina

Title: CEO

Date: 5-10-16

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached:

- Attachment A: Scope of Work
- Attachment B: Schedule of Pricing
- Attachment C: Insurance Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB No. 114, RFB STORM WATER IMPROVED RIGHTS-OF-WAY STRIP MOWING
- Exhibit 2: Contractor's Bid Response

**SPECIFICATIONS FOR STORM WATER
IMPROVED RIGHTS-OF-WAY STRIP MOWING**

I SCOPE:

These specifications cover performance and general requirements for Storm Water Improved Rights-of-Way Strip Mowing for the Parks and Recreation Department.

II. CLASSIFICATION:

The mowing of improved right-of-way areas is undertaken in accordance with the Storm Water system maintenance operations. All areas are located within the City limits of the City of Corpus Christi.

The following are requirements for this service. Bidders who answer "N", Do Not Comply, for any requirement will be deemed non-responsive and will be eliminated from consideration.

	C = Comply N = Do Not Comply
III. GENERAL REQUIREMENTS:	
A. <u>TYPE OF WORK</u> – Mowing shall include all unpaved areas (including medians) in the designated area right-of-ways ("work") except those areas that are designated as non-mow and/or vegetation management areas.	
B. <u>EQUIPMENT</u> – All mowers must be equipped with safety devices which conform to manufacturer's standards and all applicable OSHA regulations to prevent damage to property by flying debris from under the mower. The type of equipment required to mow the strip right-of-ways are flat rigid rotary mowers with a maximum cutting width of 72", riding lawn mowers, push mowers, sidewalk edgers, and string line trimmers. Blowers will be permitted to be used on the contract provided grass clippings are blown off of and away from street pavement and drainage inlets and onto the grass area between the sidewalk and curb. Intentionally sweeping or blowing grass clippings into the streets or gutters is prohibited by a City of Corpus Christi Ordinance. All equipment shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times. All equipment shall be approved by the Contract Administrator.	
C. <u>SAFETY REQUIREMENTS:</u>	
1. Public Safety and Convenience: The safety of the public and the convenience of traffic shall be regarded as prime importance. All portions of streets shall be kept open to traffic. At no time shall lawn mowers or lawn mowing equipment be allowed upon the streets for the purpose of blowing grass off of the pavement. The Contractor shall coordinate all Work with the Contract Administrator and shall place warning signs in accordance with the current version of the <u>Texas Manual on Uniform Traffic Control Devices</u> . Signs, sign stands, safety flags, and all other safety materials, devices and safety vests which may be required to protect the mowers and the traveling public will be furnished by the Contractor. Signs and sign stands shall be erected within a mile of the location at which work is being done. The contractor will be responsible for the maintenance or	

<p>replacement of these items as necessary. If at any time work is in progress and the traffic control devices do not accomplish the intended purpose due to weather or other conditions affecting the safe handling of traffic, the Contractor shall immediately make necessary changes therein to correct the unsatisfactory conditions. These provisions for directing traffic will not be paid for directly but shall be subsidiary to the various bid items of this contract.</p>	
<p>1. <u>Work Hours:</u> The Contractor will confine all operations to daylight hours, sunrise to sunset.</p>	
<p>2. <u>Non-Work Hours:</u> The Contractor may not store any equipment or tools on any right-of-way area. After completion of work at any site, the Contractor must remove all equipment, supplies, and materials from that site.</p>	
<p>3. <u>Protection of Property:</u> The Contractor shall take proper measures to protect all property which might be damaged by Contractor's Work hereunder, and, in case of any injury or damage resulting from any act or omission on the part of or on behalf of the Contractor, he/she shall restore at his/her own expense the damaged property to a condition similar or equal to that existing before such injury or damage was done, or he/she shall make good such injury or damage in an acceptable manner. All damages which are not repair or compensated by the Contractor will be repaired or compensated by City forces at the Contractor's expense. All expenses charged by the City for repair work or compensation shall be deducted from any monies owed to the Contractor.</p>	
<p>D. <u>LEGAL REQUIREMENTS:</u></p>	
<p>1. <u>Laws to be Observed:</u> The Contractor shall make himself familiar with and, at all times, observe and comply with all Federal, State, and local laws, ordinance and regulations, which in any manner affect the conduct of the Work and shall indemnify and save harmless, the City and its representatives against any claim arising from the violation of any such law, ordinance or regulations, whether by himself or by his employees.</p>	
<p>2. <u>Permits, Licenses, Fees and Taxes:</u> The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary to the due and lawful prosecution of the Work. These provisions for securing permits, licenses and paying for all charges, fees and taxes will not be paid for directly but shall be considered subsidiary to the various bid items of this contract.</p>	
<p>3. <u>Responsibility for Damage Claims:</u> CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT</p>	

ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT.

IV. PERFORMANCE REQUIREMENTS:

A. Mowers shall be adjusted for a cutting height of approximately three inches and adjusted, as needed so as not to scrape or scour the grass to bare dirt.

B. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of grass.

C. If awarded, the Contractor shall remove all litter from the entire site prior to initiating any mowing and/or trimming. Litter is defined as visible trash larger than 3" square and shall include paper, cans, bottles, boxes, plastic, palm fronds and all other trash that may be carried into the drainage system with a heavy rain. Litter shall be placed in suitable containers and transported to the landfill for proper disposal. Disposal of the litter, including all costs charged at the landfill, are the Contractor's sole responsibility.

1. Turf shall be mowed to a height of **three (3) inches** using reel or rotary type mowers. Rough cutting, scraping and bush hogging will not be permitted. Turf shall be mowed to maintain a neat appearance. If any mowing is to be omitted or delayed, it shall be omitted or delayed only at the discretion of the Contract Administrator or authorized designee. Mowing cycles must be completed according to the cycle requirements indicated on the property detail form.

a. Groups 2 & 3 must be cut twice a month growing season for March through November and monthly during the non-growing season, December through February. Total of 21 cycles per year. Cycles are 1st thru the 14th and the 15th thru the last day of the month.

D. The Contractor shall mow the area between the curb and sidewalk and the area between sidewalk and fence up to the property line. If a fence is not present, the Contractor shall mow from the sidewalk to the telephone poles or three feet past the sidewalk or property line if clearly defined. The Contractor shall mow as close as practicable to all fixed objects exercising extreme care not to damage trees, plants, shrubs, fire hydrants, sign and power poles, guardrails, culvert head walls, delineators or other appurtenances which are part of the rights-of-way.

E. Contractor shall hand trim around all fixed objects such as trees, plants, shrubs, fire hydrants, sign and power poles, guardrails and culvert head walls, unless specified otherwise and will be subsidiary to the mowing operation. Contractor shall trim along fence lines, which are within the ROW, or at the property line. All hand trimming shall be done concurrently with the mowing operations. In the event the Contractor is not permitted to trim an area due to an Ozone Action Day, the Contractor will be required to return to the area to complete the trimming as required after the designated Ozone Action Day.

<p>F. Contractor shall edge all sidewalks, curbs and steps. Sidewalks shall be edged on both sides to concrete edge. Use of string line trimmers for edging is permissible. Mechanical edging is permitted to cut back excessive overgrown areas. All edging shall be done concurrently with the mowing operations.</p>	
<p>G. Any large debris, including, but not limited to, tree limbs, tires, rocks, lumber, mattresses, etc., shall be removed by the Contractor.</p>	
<p>H. Any large objects, including, but not limited to, furniture, appliances and massive dump sites etc. which are too large to set aside, shall be mowed around until removal is coordinated by the City. However, the Contractor will be required to mow as close as possible to the large object and to trim any high weeds adjacent to the large object. The Contractor shall be responsible for promptly notifying the Contract Administrator of the large object and its location and coordinating the rescheduling of mowing the uncut area with the Contract Administrator.</p>	
<p>I. Care shall be taken to prevent discharge of grass clipping onto paved surfaces such as streets, sidewalks and gutters. All grass clippings discharged onto sidewalks, curbs, gutters and the street will be removed by the Contractor at his own expense. The Contractor will be required to broom sweep, rake or blow the grass clippings from the sidewalk, curb, gutter or street. Contractor is expressly prohibited from using a lawn mower to remove grass clippings from streets or curbs. Intentionally sweeping or blowing grass clippings into the streets or gutter is prohibited. Grass clippings are to be removed on the same day as the cut. Leaving grass clippings on paved surfaces overnight is prohibited.</p>	
<p>J. Sidewalks, curbs and gutters, which have an excessive amount of overgrowth of vegetation, shall be completely cleaned. All grass, dirt and/or mud shall be removed from sidewalks, curbs and gutters to leave a clean concrete finish. The contractor shall remove by mechanical means, all grass and weeds growing in paved areas between the curb and asphalt.</p>	
<p>K. The Contractor shall be required to follow the work scheduled Monday thru Friday. Working on Saturday will require approval by the Contract Administrator. Request to work on Saturday shall be submitted to the Contract Administrator not later than 12:00 p.m., Friday prior to that weekend. The work will be scheduled during daylight hours.</p>	
<p>L. Contractor shall observe Ozone Action Days by only using diesel or reformulated gas powered mowing equipment clearly labeled stating the type of fuel being used on those days. No gasoline-powered equipment will be allowed to be used on Ozone Action Days.</p>	
<p>M. Contractor shall be required to follow all traffic regulations in accordance with the current version of the Texas Manual on Uniform Traffic Control Devices. Signs, sign stands, safety flags, and all other safety materials, devices and safety vests are required to protect the mowers and the traveling public. Signs must be placed within 1 mile of working area. Signs, sign stands, safety flags, and other safety materials shall be kept in good condition.</p>	
<p>N. Contractor shall be required to have Insurance before activities can begin under this Agreement. Contractor must deliver a Certificate of Insurance, as proof of the required insurance coverage's. <u>Contract Administrator</u> will be given at least 30 days' notice of cancellation, material change in coverage's, or intent not to renew any of the policies by certified mail. The City must be named as an Additional Insured. Coverage must include those types of insurance at the minimum insurance coverage levels as specified in "Insurance Requirements" in this bid.</p>	

V. RESOURCES	
<p>A. The typical type of equipment required for the ground maintenance operations are 2 commercial riding lawn mowers 60" or larger, 1 blade edger, 3 string line trimmers, and 2 blowers are required for each 80 acres per cycle awarded. Photographs and/or specifications of each piece of equipment should be included with the bid.</p>	
<p>B. Bidder shall have sufficient resources and personnel to perform the work as specified.</p>	
VI. BIDDERS PROFILE AND QUALIFICATIONS	
<p>A. Bidders must have a minimum of one year (1) continuous experience in Right of way mowing, or hold a maintenance contract that is in good standing with the City and/or company must be in for the last two (2) years.</p>	
<p>B. Bidder is not currently involved in litigation with the City nor has the Bidder been involved in litigation with the City during the last 5 years.</p>	
<p>C. Bidder does not have any outstanding lawsuits nor has the Bidder been involved in any lawsuits during the last 5 years that may materially affect its ability to provide the services described herein.</p>	
<p>D. Any bidder which has previously or is currently contracting with the City of Corpus Christi, or any other municipality, must be or have been in good standing with the municipality and shall not have been terminated for cause within the past 5 years.</p> <p>Provide name of municipality, term of contract, and municipality contact information.</p> <p>Name of Municipality:</p> <p>_____</p> <p>Term of Contract:</p> <p>_____</p> <p>Municipality Contact Name and Telephone Number:</p> <p>_____</p>	
<p>E. Bidder shall provide three (3) client references for which the same services have been provided. This information will be used to determine the extent to which the Bidder is able to provide the services described herein to an entity the size of the City of Corpus Christi, as well as the level of customer service exhibited by the Bidder.</p>	

VII. NOTIFICATION AND INSPECTIONS

1. Each Monday morning prior to 8:00 a.m., the Contractor shall email to the assigned Contract Administrator indicating the locations and work being performed that week. No work shall be done without proper, prior notification.

2. When a location is completed, the assigned City Inspector shall inspect the site and advise the Contractor of any discrepancies. The Contractor shall take whatever action necessary to correct the discrepancies within (1) working day. The Contract Administrator shall then make another inspection and if the discrepancies have not been corrected, the Contractor will be notified and a \$25 (twenty-five) re-inspection fee will be charged for a third inspection. At that time the Contractor shall have (1) working day to complete the work. If the discrepancies still have not been corrected, the Contractor will be notified to correct the discrepancies and a \$25 fee will be charged for each additional inspection necessary until discrepancies have been corrected. The City shall deduct the inspection fee from the payment to be made to the Contractor for that cycle of maintenance.

3. All areas have a 10% penalty for unsatisfactory or incomplete work. A 10% penalty will be applied to the invoice total for incomplete cycles. Incomplete cycle payment will be adjusted to reflect the property(ies) missed based on the average price per acre. The 10% penalty will apply to the adjusted invoice total.

4. The City shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, its subcontractors, agents, servants, and employees.

5. Work Crew Supervision: The Contractor shall provide qualified supervision of each crew at all times while working under this Contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City and Contract Administrator. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract, unless such directives would create potential personal injury or safety hazards.

VIII. HOURS FOR MAINTENANCE

1. Contractor shall supply the City with a written work schedule to indicate the normal starting and completion times for its operations. Changes in such work schedules must be approved by the City.

VIV. TRAFFIC CONTROL REQUIREMENTS

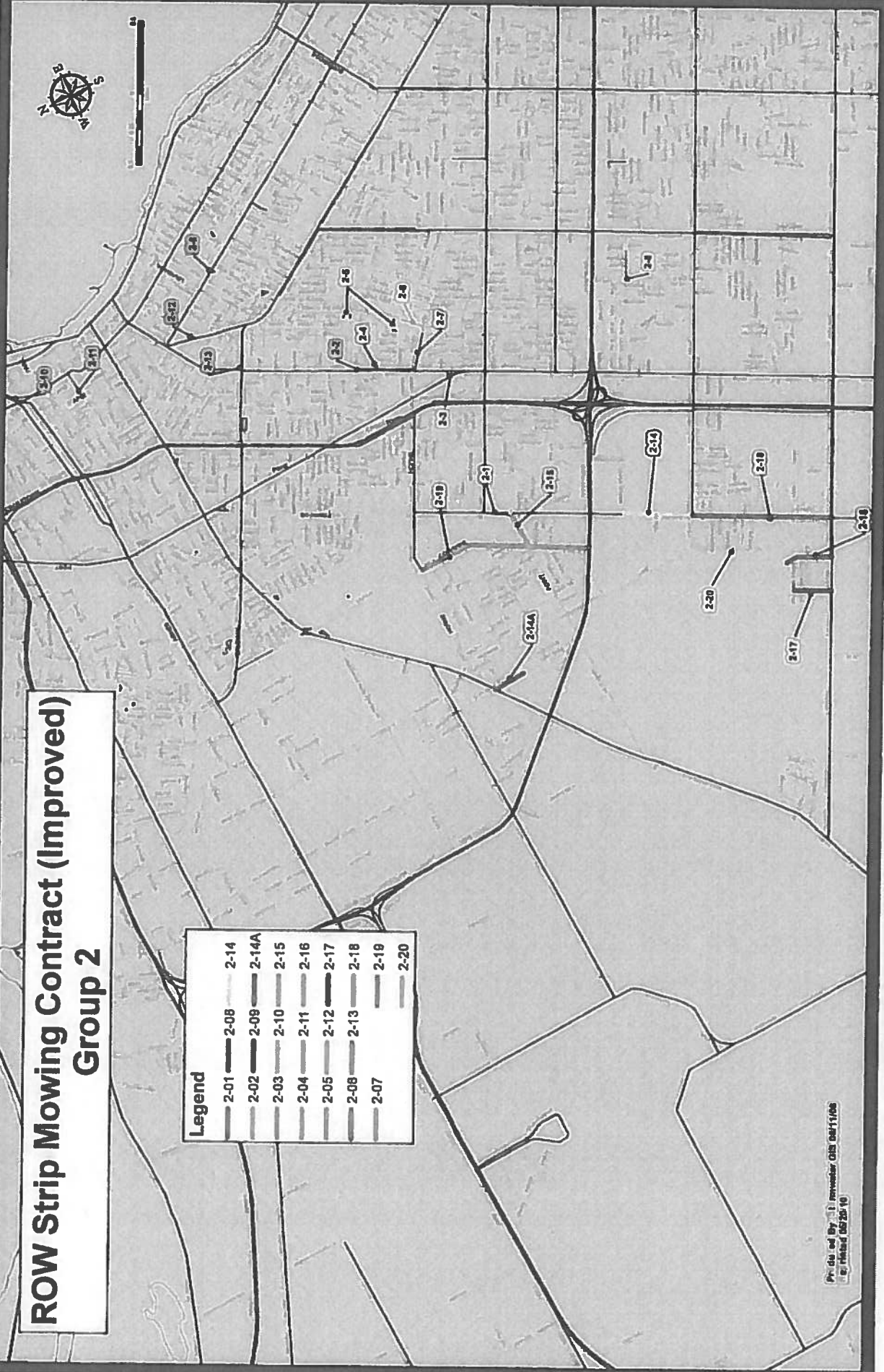
1. Contractor shall be required to follow all traffic regulations in accordance with the current version of the Texas Manual on Uniform Traffic Control Devices. Signs, sign stands, safety flags, and all other safety materials, devices and safety vests are required to protect the mowers and the traveling public.

X. SITE DEFECTS

1. Contractor shall promptly (same day) notify the Contract Administrator or authorized designee of any broken or damaged irrigation systems, poor irrigation patterns, holes, cave-ins, or depressions in turf grass, mulched areas, broken signs, and any other defects or hazards.

ROW Strip Mowing Contract (Improved) Group 2

Legend		
2-01	2-08	2-14
2-02	2-09	2-14A
2-03	2-10	2-15
2-04	2-11	2-16
2-05	2-12	2-17
2-06	2-13	2-18
2-07	2-19	2-20



Prepared By: [Name] November 08 08:11:06
 [Logo] [Name] 05/20/10

GROUP 2			Acreage
G2-1	Greenwood R.O.W.	W/Side of Greenwood from Gollihar to Westpoint	0.27
G2-2	Ayers Strip	South side of Ayers, Horne Rd. to Fannin	0.84
G2-4	Vanderbilt Entrance	Ayers St. & Roosevelt Dr. and circle at Ellis and W.	0.14
G2-5	Clark Circle	Clark & West Clark, 110 Vanderbilt, Normandy & Cl	0.32
G2-6	Ramsey Median	Brawner Pkwy. To Horne Rd.	0.50
G2-7	Horne R.O.W.	Ramsey to Ayers on East side of Horne Rd.	0.11
G2-8	Sacky Dr. R.O.W	Sacky, S. side, Wharton to Bowie St.	0.22
G2-9	Reid Triangle	Corner of Reid & 2700 Alameda	0.14
G2-10	Mid Town Interchange	Agnes/Laredo from Carrizo to Lower Broadway	6.73
G2-12	Brownlee	South corner of Staples and Brownlee	0.07
G2-13	Baldwin Strip	Along N/Side of Baldwin across from Del Mar Colleg	0.21
G2-14	Greenwood R.O.W.	Holly to the Wal-Mart Road, both sides	1.54
G2-14A	Cliff Maus	Old Brownsville Rd-Rockford end of sidewalk W/Sid	0.12
G2-15	West Point	Columbia - Greenwood East South Side	0.16
G2-16	Calle Cuernavaca	Saratoga - Dead End East/West Side	0.59
G2-17	Calle Las Colonias	Saratoga - Dead End West Side	0.43
G2-18	Greenwood	Holly - Saratoga Both Sides (Measured Portions)	0.73
G2-19	Port Triangle	Port @ Tarlton @ Crosstown	0.24
TOTAL ACRES			13.36

Event Line Response

ATTACHMENT "B"

Company: 1
Supplier Group: 1
Supplier Contact: 1

Event #: 114-1
Supplier: 1355

Line #: 6

Supplier Contact Name: Edward Tijerina
Supplier Name: La Med Facility Maintenance

Line Response

Line Details

Description:

Item: STORM WATER GROUP 2

Item Description: 18 Properties: 13.36 acres x

Output Type: Blanket

Quantity: 280.0000

UOM: AC

Requested Delivery Date:

GTIN:

GTIN Description:

Manufacturer Code:

Division:

Manufacturer Number:

Commodity Code:

Commodity Description: ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES

Line Response Information

Vendor Item: STORM WATER GROUP 2

Vendor Item Description: 18 properties: 13.36 Acres

Quantity: 280.0000

UOM: AC

UOM Detail: Acres

Unit Price: 55.00000 No Charge: No No Bid: No

Extended Price: 15,400.00

Delivery Date:

Response Comments:

ATTACHMENT "C"

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Director of Parks and Recreation Department, one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies by **endorsement**, and a waiver of subrogation by **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employer's Liability	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:
- City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277
- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which

become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2015 Insurance Requirements
Parks and Recreation Department
City-Wide Mowing Contract
12/15/2015 ds Risk Management